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IN THE

Supreme Court of the United States

October Term, 1964

No. 635

FEDERAL TRADE COMMISSION,
Petitioner,

v.

TEXACO INC. and
THE B. F. GOODRICH COMPANY,
Respondents.

On Petition for a Writ of Certiorari to the United States Court of Appeals for the District of Columbia Circuit

BRIEF IN OPPOSITION FOR RESPONDENT THE B. F. GOODRICH COMPANY

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Opinions Below

The Court of Appeals' opinion is reported at 336 F. 2d 754 and is printed as an Appendix to the Petition (App. 1a-27a). Only the first opinion of the Federal Trade Commission has been officially reported (58 F. T. C. 1176), but both it and the second opinion of the Commission are

reproduced at JA 175-86 and JA 302-03,[1] respectively. Similarly, both the first and second Initial Decisions by the Commission's Examiner are reproduced at JA 153-71 and JA 200-33, respectively.

Jurisdiction

The Court of Appeals' judgment (App. 29a-30a) was entered on July 30, 1964, and petitioner invokes the jurisdiction of this Court under 28 U. S. C. 1254(1).

Questions Presented

Petitioner incorrectly states the question presented. As respondent Texaco Inc. details in its opposing brief (in which respondent The B. F. Goodrich Company[2] joins), the Petition fails to mention a series of dispositive procedural questions. Moreover, even if the merits were to be considered, the sole questions presented are purely and simply issues of fact, wholly confined to a review of the evidence of record, and, contrary to the artful suggestion in the Petition, do not comprehend any issue of law.

1. "JA" refers to pages of pleadings, testimony, argument or colloquy contained in the printed Joint Appendix filed with the Court of Appeals. "JAX" refers to pages of the printed Joint Appendix on which exhibits have been reproduced. "R." refers to pages of the original record, as paginated by the FTC in the lower right hand corner of each page, and is used where cited material was not designated by the parties for inclusion in the printed Joint Appendix. "CX" refers to Commission Exhibits and "RX" refers to Respondents' Exhibits, followed by the appropriate "JAX" or "R." page number.

2. The parties to the administrative proceeding and Court of Appeals judgment below are referred to as "BFG" (or "B. F. Goodrich"), "Texaco," and "FTC" (or "the Commission").

The only substantive questions which might be posed are:

(1) Whether the Court of Appeals erred in holding that the record lacks substantial evidence to support the conclusion by the FTC that "Texaco has sufficient economic power over its wholesale and retail petroleum distributors to cause them to purchase substantial amounts of sponsored TBA *even without the use of overt coercive tactics.* * * *"[3] (App. 13a; Court's emphasis); and

(2) Upon the Commission's holding that proof of adverse competitive effects was essential to any finding of violation of Section 5 of the Federal Trade Commission Act (15 U. S. C. 45),[4] whether the record lacks the requisite evidence as four members of the Commission unanimously concluded in 1961 (a conclusion which was then cavalierly overturned in 1963 by three new members upon exactly the same record, without any explanation or evidentiary analysis).

Statement

Texaco's brief outlines the tortuous unfolding of this matter before the Commission, year after year. Texaco briefly summarizes some of the aspects which have made

3. Unless otherwise noted, emphasis in quoted passages has been added.

4. "The determination of whether Texaco's exercise of such economic power in favor of Firestone and [BFG] under the oil company's sales commission contracts with these rubber companies constitutes an unfair method of competition depends, therefore, upon the *competitive effects* of these sales commission contracts; * * *" (JA 178-79; Commission's emphasis).

this proceeding an epic study in agency maladministration, ineptness, and outright impropriety—deficiencies which long ago entitled the respondents to surcease from the continuing impositions of this contemporary counterpart of Dickens' "Jarndyce v. Jarndyce." We shall not reiterate those aspects here other than to note that they inevitably compel the conclusion that there can be no basis for entertaining the Commission's plea for a third pass to ride this train, which has now arrived at the preordained destination it should long ago have reached.

Instead we shall devote this brief to consideration of those factors which demonstrate that, contrary to the statements of the Petition, there is no conflict between the decision here by the District of Columbia Circuit and that by the Seventh Circuit in the *Atlantic-Goodyear* case.[5] Both Courts of Appeals applied the same principles of law to differing states of fact. In reality petitioner is asking this Court to do nothing more than review evidence.

The Sales Commission Arrangements, Reasons Behind Their Adoption, and Activities Pursuant to Them

For wholly legitimate reasons, oil companies participate in the TBA business by assisting their dealers to market tires, batteries and automotive accessories. The following facts of record have never been challenged by the Commission. As the Examiner and Commission found, "It is to the interest of [Texaco] to have its dealers engaged in the sale of TBA as this builds a stronger dealer organization and increases the sale of gasoline" (JA 207). They also found that TBA has become an essential, integral

5. *The Goodyear Tire & Rubber Company* v. *FTC*, 331 F. 2d 394 (7th Cir. 1964).

part of the merchandising of petroleum products through the more successful service stations.[6] A significant reason for an oil company's adoption of a TBA program is to insure that its dealers will have the essential training and assistance without which they cannot effectively participate in the fierce TBA competition which exists among many different kinds of retail outlets.

Although service stations have developed as outlets for TBA, individually they are still very small purchasers compared with the specialized tire dealers traditionally served by B. F. Goodrich and other TBA suppliers.[7] The Commission adopted the Examiner's finding that—

> "The typical service station requires unique services not required by the large-volume tire dealers directly served by Goodrich and others. Because of the comparatively small volume of its TBA business, limited capital, and restricted storage space in relation to the multiplicity of types, sizes, qualities and prices of tires and batteries now in demand, the service station generally stocks few if any of these items in the TBA line and consequently requires a fully-stocked source of supply close at hand and prepared to make quick, small deliveries of items already ordered by a customer of the station. * * * Many of the stations do not have the space or finances to stock a complete line of tires and batteries, but instead purchase non-sponsored as well as sponsored items on a pick-up basis to satisfy customer demand" (JA 214, JA 219).

6. "Tires, batteries and accessories have become a necessary and integral part of the operation of the Texaco dealer. He cannot progress in his business unless he has the revenue from that portion of his business and also be in a position to serve his customers completely" (JA 207).

7. JA 445-46, JA 449, JA 450-53, JA 465-67, JA 470-71, JA 476-77, JA 482-83, JA 493-95, JA 1340-41.

Because of the inexperience of many service station dealers and their employees and the demands upon their time made by the many other phases of the service station business, they require continuous training and frequent advice and assistance in connection with the complexities of successfully retailing TBA in order to compete with other types of retail outlets which are larger and self-sufficient in the handling, selling and servicing of TBA products. The requisite training, advice and assistance must cover many aspects, including stock control, display and advertising, special promotions, installation and service, adjustments, trade-ins, technical knowledge, familiarity with competitive products and prices, customer sales approach and merchandising of the dozens of items comprising the TBA line.[8]

It is in response to these considerations that BFG's TBA sales commission arrangement with Texaco has been shaped. As the Commission and Examiner found (JA 219), BFG satisfies the need of service stations for quick delivery primarily through numerous independent distributors franchised by BFG, who also sell to TBA outlets other than service stations. These distributors provide at all hours the quick deliveries required for station sales of items not in stock.[9]

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8. JA 462-63, JA 485-86, JA 492-94, JA 496, JA 1344-45, JA 792-93, JA 1203-04, JA 1208-09, JA 1540-41, JA 1626-28, JA 1641-43, JA 1417-18, JA 1422, JA 1722, JA 1836-37, JA 1851-52, JA 1860, JA 1864-65, JA 1925-26, JA 1936-37, JA 1992-93, JA 2073-74, JA 2107-09.

9. JA 441-42, JA 444-45, JA 466-67, JA 470-72, JA 474-75, JA 536-37, JA 799, JA 1340-41, JA 1529-30, JA 1532-34, JA 1536-37, JA 1539-41, JA 1602, JA 1620-23, JA 1624-28, JA 1644, JA 1656-58.

Geared to distribution through the specialized, large-volume tire dealers, BFG's national sales organization numbers only about 400 salesmen. With the time of these salemen primarily devoted to larger accounts, the thousands of service stations across the nation are far too numerous for BFG to contact regularly. Similarly, the BFG wholesalers can not adequately provide the continuing training and frequent advice and assistance necessary for successful promotion of TBA sales by service stations.[10] In sum, BFG and its wholesalers, like other TBA sellers, are not equipped to furnish directly all of the services and assistance essential to make service stations viable, successful outlets in the face of the strong competition from the many other large retail outlets which concentrate on TBA sales to an extent and with a volume of business which the typical service station can not expect to match.

In the face of these distributional realities, BFG and Texaco have come to realize that if service station dealers are to survive as TBA outlets, they must be offered extensive TBA programs of training and assistance.[11] BFG looks to and pays Texaco to provide the requisite dealer training and assistance in connection with the BFG pro-

10. JA 324-25, JA 405-06, JA 441-43, JA 463, JA 465-66, JA 471-72, JA 484-86, JA 496, JA 536-37, JA 798-800, JA 1344-45, JA 1347-51; CX 267B, JAX 418.

11. Since 1940, when BFG and Texaco initiated their sales commission agreement, BFG has entered into such arrangements with several oil companies operating on a regional or local basis. Exactly the same price structure and all other terms, conditions and benefits provided to any BFG dealer (including freedom from any requirement of exclusivity) are available to the outlets of the contracting oil companies. (JA 450-51, JA 484-85).

motional programs and dealer aids designed to enhance service station TBA sales.[12]

BFG receives a variety of such services in return for the commissions it pays upon the sales of its TBA to Texaco outlets. Noting some of these many services, the Examiner and the Commission found that these were "the services which were performed by [Texaco] pursuant to its contract with Goodrich and Firestone in promoting the sale of TBA products"[13] (JA 208). These services are costly. In the case of Texaco, the direct expenses incurred (not including such costs as the provision of physical facilities and space necessary for the retailing of TBA at the stations) amount to approximately 70 percent of the total commissions received from both BFG and Firestone. (JA 433, JA 2361-62; CX 40B, JAX 67).

12. JA 307-10, JA 324-25, JA 333-42, JA 344-45, JA 347-48, JA 350-51, JA 362-63, JA 385-90, JA 405-06, JA 411-15, JA 422, JA 457, JA 461-63, JA 475-77, JA 480-81, JA 484-86, JA 492-96, JA 1148, JA 1344-46, JA 1540-41.

13. The Examiner found in his first decision that "The consideration for the payment of a commission to [Texaco] under the sales commission contract is based upon substantial services rendered by [Texaco] in promoting the sale of Goodrich TBA to Texaco dealers and distributors." (JA 169).

Reasons Why the Writ Should Not be Granted

I

There is No Conflict with the Atlantic-Goodyear Decision and the Record Here Compelled the Decision by the Court Below.

Although he originally reached exactly the opposite conclusion, the Examiner on remand ultimately adopted the Commission's sweeping conclusory finding, without reference to any supporting fact of record,[14] that "Texaco has sufficient economic power over its wholesale and retail petroleum distributors to cause them to purchase substantial amounts of sponsored TBA *even without the use of overt coercive tactics*" (JA 178). Upon exactly the same evidence of Texaco's relationship with its dealers which he had considered before, the Examiner in his second Initial Decision totally reversed his prior position, and concluded that the sales commission arrangement had caused "a substantial number" of dealers to purchase sponsored TBA "exclusively or in substantial quantities," and that this constituted unfair competition (JA 226-27, 230). The Commission summarily affirmed, citing *Atlantic-Goodyear*[15] and *Shell-Firestone*[16] as setting forth the "relevant" legal principles (i.e., that "controlling economic power" plus adverse competitive effects equals unfair competition). But the Commission never explained how a record which it had previously held deficient on the issue

14. See Texaco's brief, pp. 5-11.

15. *The Goodyear Tire & Rubber Co., and The Atlantic Refining Co.*, 58 F. T. C. 309 (1961).

16. *The Firestone Tire & Rubber Co. and Shell Oil Co.*, 58 F. T. C. 371 (1961).

of competitive effects had suddenly and miraculously become sufficient without the addition of any evidence.

Neither the District of Columbia nor the Seventh Circuit took issue with the Commission's view of the law. The sole basis for the decision on the merits by the court below was that the facts of this case did not support the Commission's mere *ipse dixit* as to Texaco's asserted but unproven "controlling economic power". (making it unnecessary for the court to reach the issue of competitive effects). As respondents demonstrated below, the Commission, contrary to all the evidence of record, had unreasonably and erroneously assumed that Texaco has "controlling economic power" over its dealers.

First, the Commission totally outlawed sales commission arrangements between BFG and any marketing oil company (JA 232-33) even though the record was devoid of evidence (other than form sales and lease agreements) as to the dealer relationships of any oil company other than Texaco, thereby emphasizing the Commission's willingness merely to assume "controlling economic power."

Second, while adopting a theory of "controlling economic power," the Commission—though repeatedly challenged to do so—could not cite a single Texaco dealer or ex-dealer's testimony to support the conclusion that the dealer relationship gives Texaco such power.[17] On the

17. While 38,000 retail dealers handle Texaco gasoline, FTC counsel called only eight former dealers, from five of whom counsel elicited testimony intended (and so treated by the Examiner and Commission—JA 210-13) only to show alleged acts of overt coercion or pressure as to non-sponsored TBA by a few Texaco employees. Not one of these ex-dealer witnesses was asked, either in form or substance, "Did you consider your lease and sales agreement as subjecting you to control or the exercise of economic power by Texaco

other hand, some 60 present and former Texaco lessee dealers all testified that they fully understood Texaco's announced policy of insuring their freedom to handle any brands of TBA they chose. They underscored the point with evidence that they regularly handled non-sponsored TBA, that they openly displayed all TBA products irrespective of brand and that their non-sponsored TBA purchases and displays had not affected their relationship with Texaco in any way. Indeed, the Commission's own evidence shows that 70 percent of all Texaco stations do *not* buy any BFG or Firestone tires, and 80 percent do *not* buy any sponsored batteries or accessories. (CX 116-19, JAX 177-80).

Finally, although the Examiner and Commission had rejected some of the very same contentions embodied in findings proposed by FTC counsel, before the court below Commission counsel urged, in support of the "controlling economic power" *ipse dixit*, a series of arguments which respondents demonstrated to be misstatements of the record. Several of these contentions are alluded to again in the Petition. Thus, at pages 16 and 17, petitioner sets forth several purported "facts" (treated below) as asserted proof of "additional factors that make Texaco's service station operators particularly sensitive to the company's wishes and reluctant to disregard them. * * *" Neither in the evidence cited nor anywhere else in the record is there any such proof. And the supposed "facts" are not true:

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so that you felt required to buy sponsored TBA just because Texaco recommended it and urged you to buy it?" Similarly, even as to the limited number of Texaco dealers identified by competing TBA wholesalers as not buying from them, those witnesses did not claim that the dealers failed to buy because of their franchise relationship and Texaco's recommendation and promotion of the sponsored TBA lines.

(1) Texaco does *not* assign TBA quotas to its dealers. (Petition, p. 17). The sole testimony cited (JA 728) pertained to a localized procedure used on an experimental basis by one of Texaco's 15 divisions without the knowledge of Texaco's home office. This procedure was used merely to establish overall goals or targets (but not on an individual station basis) for Texaco salesmen in this one area and *did not even distinguish between sponsored and non-sponsored TBA.*[18]

(2) Meeting these non-existent TBA quotas is *not* "a strong point in renewing [dealer] leases." (Petition, p. 17). The sole document quoted in support of this sleight-of-hand (CX 31, JAX 49) pertained not to Texaco leases *to dealers* but rather station leases from other parties *to Texaco,* and this fact was conceded by FTC counsel before the Examiner.[19]

(3) Texaco does *not* have "power to limit the supply of gasoline, subject only to the minimum requirements in

18. Based upon information obtained by requests to the dealers in this area to keep a record of their total *sales* of all products and services (not just TBA), a so-called "throughput" report was prepared containing a single figure for both sponsored and non-sponsored TBA retail sales (the figures were not, therefore, comparable with the wholesale prices reported by BFG and Firestone for the purpose of computing and paying commissions). (JA 726-28, JA 4338-39, JA 4398; CX 209A-Z (10), R. 8273).

19. The TBA data requested in the cited exhibit was only one item pertinent to the question of whether stations held by Texaco on leases from other parties were of sufficient potential to justify Texaco's renewal of the underlying leases. (JA 319-22; CX 31, JAX 49). FTC counsel so conceded when, citing CX 31, they stated, "* * * the revenue received as a sales commission * * * [is important] in determining whether or not properties which it [Texaco] holds pursuant to leases from third parties * * * should be continued." (FTC Proposed Findings, p. 28, R. 853).

the Agreement of Sale." (Petition, p. 16). Texaco's dealer sales agreements (CX 19, JAX 22) contain provisions specifying minimum and maximum quantities of gasoline, oil and greases. The lower figures agreed upon are minimums which the dealer is obligated to purchase, and the *larger figures are maximums which Texaco is obligated to sell over the term of the agreement.* Moreover, Texaco does not in practice limit its dealers even to the maximums but supplies as much gasoline as the dealer orders. (JA 369).

(4) The cited evidence for "the substantial investment which Texaco dealers make in their stations and the fact that Texaco *may* have advanced funds therefor" (Petition, pp. 16-17) totally fails to suggest any dealer subservience. The testimony at JA 367 was limited to the fact that *some* stations might invest up to $5,000-$7,000 in an inventory of products, depending upon the station's size and projected business. In any event, such investment is easily recoverable when the dealer quits the station,[20] and the record (including the testimony of the eight ex-dealers called by the FTC) is devoid of evidence that any dealer lost a single dollar of his investment upon leaving a Texaco station. With respect to loans, the testimony cited (including that of a dealer who had a loan and opened his station with non-sponsored TBA which his Texaco salesman helped him set up), as well as all the other evidence, establishes that loans—where made—are not in any way

20. Texaco repurchases petroleum products. Others, including TBA, are sold to the dealer's successor or other dealers, if not returned to the supplier. (See, *e.g.*, JA 367, JA 954, JA 1021-22, JA 1119, JA 1203, JA 1263, JA 1360-61, JA 1371, JA 1491, JA 1508, JA 1516).

tied to sponsored TBA or any other condition than an "easy repayment basis."[21]

(5) Citing JAX 155, the Petition (p. 16) states that Texaco may cancel *dealer* leases upon such a "vague standard as the failure of a station lessee to comply with 'specifications when deemed necessary in [Texaco's] opinion'." One reason why there is no evidence in the entire record of any such cancellation in fact is that the cited exhibit, as shown on its face, is *not* a dealer lease, but instead a lease of property from third parties *to Texaco* (Texaco is designated "lessee" and is given such rights as an option to purchase). (CX 100, JAX 154-56).

(6) Elsewhere petitioner misstates portions of the record which, before the court below, FTC counsel unsuccessfully urged were evidence of "control devices." For example, it is stated that "Texaco has permitted only Goodrich and Firestone TBA products to be purchased on its credit cards." (Petition, p. 6). The Examiner found that no limitation was adopted until the year before this proceeding was instituted when Texaco first offered *installment credit terms,* subsidized with its own funds. Apart from the total lack of evidence that this made any dealer purchase sponsored TBA, it was the Examiner's conclusion (adopted by the Commission) that this was a logical limitation which would, "in part, indemnify [Texaco] for the expense in connection with the deferred payment plan" and that *the dealers have continued to charge non-sponsored TBA on the regular monthly settlement basis.* (JA 216-17).

21. JA 384-85, JA 1924, JA 1929-30.

For all of these reasons, the court below—noting the duty imposed upon it by this Court to consider all the evidence of record[22] and exercising that unique responsibility of the Courts of Appeals—concluded that the Commission's assertion of Texaco's "controlling economic power" was only an "unwarranted assumption" without adequate evidentiary support. (App. 11a, 15a). While disapproving any mere inference solely "drawn from the contracts between Texaco and its dealers that the former has sufficient economic power over the latter to force them to purchase only sponsored TBA" (App. 14a-15a), the court did not stop there but considered the *entire record* against the contentions of FTC counsel:

> "* * * [W]e find no basis in the record for the Commission's conclusion that Texaco has controlling economic power over its dealers. The contracts with the dealers do not give rise to it, and it is the announced policy of Texaco to respect the independence of its dealers; *as the evidence overwhelmingly shows, its practice has followed its policy.* The mere fact that Texaco is a giant corporation and the dealers are in the main small businessmen cannot be said to demonstrate controlling economic power, particularly when, as here, the evidence is to the contrary." (App. 15a).

The court expressly noted that the Commission "did not say (for there was no proof from which it could conclude) that Texaco's treatment of its dealers and their reaction indicated that Texaco had, or had attempted to exercise, the controlling economic power over its dealers that the Commission found." (App. 14a).

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22. *Universal Camera Corp.* v. *NLRB*, 340 U. S. 474 (1951).

The majority's ultimate conclusion was:

> "We hold, therefore, that the Commission erred in concluding that Texaco has sufficient economic power over its dealers, *without the use of coercive tactics,*[23] to cause them to buy substantial quantities of Goodrich TBA."[24] (App. 15a).

The court below carefully limited its decision to the facts of this particular case, thereby emphasizing the purely evidentiary basis of its determination:

> "The dealers, *at least in the situation here involved,* are quite free to accept or reject the recommendation [of Texaco], and to handle a different line if they think it would be more acceptable to their customers" (App. 16a-17a).

Against this background, it is manifest why petitioner does not urge that there is any conflict as to the governing *legal principles* between the decision below and that of the

23. As even a quick reading of the opinion demonstrates, there is absolutely no basis for petitioner's statement that "the court below focused upon the narrow issue whether Texaco took explicit coercive steps to compel its dealers to handle Goodrich and Firestone TBA." (Petition, pp. 14-15). The court was obviously fully aware that the issue raised by the Commission's decision was whether Texaco had sufficient economic power without the use of coercive tactics.

24. Judge Washington favored expressing no opinion on the merits because the Commission failed to articulate the facts upon which it relied and to spell out the basis of its decision in this particular case. (App. 23a). Without passing on the merits, he conjectured that an oil company's relationship to its dealers "must *probably* be deemed inherently coercive" but then demonstrated his recognition of the necessity for evidence "to show coercive power in this case," citing evidentiary contentions from the Commission's brief. (App. 24a-25a). Contrary to the seemingly inadvertent statement in the Petition (p. 17), Judge Washington did not say that "Texaco's relationship to its dealers must *properly* be deemed inherently coercive."

Seventh Circuit in *Atlantic-Goodyear*. Thus the Petition here euphemistically asserts only "conflicts in basic approach and rationale" (p. 12). And at page 3 of its memorandum in Nos. 292 and 296, the Commission concedes that "the decisions rest upon different records," as even the dissenting judge noted in the present case.[25] Full insight into the total absence of any proper basis for granting the writ is revealed in petitioner's statement here that "Even if the cases could be distinguished on their facts, the conflict, if unresolved, would create an anomalous situation in which one major oil company and a large tire company were permitted to employ essentially the same marketing practice that their competitors were prohibited from using" (Petition, p. 12). Patently this is nothing more nor less than a plea to ignore the differing facts of the two cases.

Whether an oil company has "controlling economic power" without the exercise of coercion over its dealers is not a question of law but solely one of fact, as both Courts of Appeals recognized. The Seventh Circuit, like the court below, did not limit its evaluation of the evidence to Atlantic's "lease and the equipment loan contract with their short term and cancellation provisions." Instead it reached its conclusion on "the totality of facts surrounding the relationship between" Atlantic and its dealers (331 F. 2d at 401). As set forth in Texaco's brief (pp. 18-22),

25. "The mere citation of earlier opinions does not provide a sufficient basis to understand and evaluate the Commission's decision on the facts of this case. There are a variety of facts and findings relied on by the Commission in the *Goodyear* and *Firestone* cases which cannot be readily assumed here." (App. 21a).

the Seventh Circuit meticulously detailed a wealth of evidence (lacking any counterpart and directly contradicted on the record here) which it viewed as supporting the conclusion that Atlantic had and exercised "controlling economic power" over its dealers.

Having concluded that the Commission's statement of "controlling economic power" by Texaco was merely an "unwarranted assumption" on the record here, the court below found it unnecessary to review the question of the sufficiency of the evidence to support any conclusion of adverse competitive effects—evidence which even the Commission had held would be necessary to establish an unfair method of competition (App. 15a-16a). But as Texaco's brief (pp. 23-25) demonstrates, there was neither finding nor proof of the adverse competitive effects found in *Atlantic-Goodyear* and deemed essential by the Commission itself.

Conclusion

For all of the reasons stated here and in Texaco's brief, it is apparent that there is no conflict between the circuits, petitioner is asking this Court to review evidence fully and fairly assessed in its entirety by the court below in keeping with its prescribed function in the structure of judicial review, and there is no basis, as the court below found, for the Commission's order proscribing BFG's sales commission arrangements with Texaco, let alone all other

marketing oil companies. Respondent B. F. Goodrich therefore urges that the writ should not be granted.

Respectfully submitted,

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